55TH CONGRESS, 2d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 1533.

WILLIAM SCHOOLER.

JUNE 8, 1898.—Laid on the table and ordered to be printed.

Mr. JENKINS, from the Committee on the District of Columbia, submitted the following

ADVERSE REPORT.

[To accompany H. R. 6037.]

The Committee on the District of Columbia, to whom was referred the bill (H. R. 6037) for the relief of William Schooler, for compensation for work done and not paid for at written contract rates by the District of Columbia, after careful consideration of the merits of the bill report the same back to the House with the recommendation that it be indefinitely postponed.

The committee incorporate as a part of their report a communication from the auditor of the District of Columbia, Mr. J. T. Petty, which shows clearly and conclusively that this party's claim has no foundation in law or in equity.

OFFICE AUDITOR OF THE DISTRICT OF COLUMBIA,
Washington, May 23, 1898.

GENTLEMEN: I have the honor to submit herewith a report upon bill H. R. 6037, Fifty-fifth Congress, second session, entitled "A bill for the relief of William Schooler, for compensation for work done and not paid for at written contract rates by the District of Columbia."

The act of February 21, 1871, which created a Territorial form of government for the District of Columbia, provided for a board of public works, which was clothed with authority to make contracts and expend public moneys in the execution of a comprehensive plan projected by the board for the improvement of the streets, avenues, and roadways of the District. This authority was exercised for more than three years, and contracts were let and executed upon a large scale, involving the expenditure of many millions of dollars.

June 20, 1874, an act was passed abolishing the board of public works and creating a board of audit, which was empowered to adjust and pay all claims left unsettled by the board of public works and the contemporaneous government of the District of Columbia.

March 14, 1876, the board of audit was in turn abolished, and claims which had not been presented for its consideration, or which it had failed to act upon, were held in abeyance until June 16, 1880, when an act was passed "to provide for the settlement of all outstanding claims against the District of Columbia and conferring jurisdiction on the Court of Claims to hear the same," directing, in case of the rendition of a judgment, payment thereof by the Secretary of the Treasury in bonds of the District of Columbia, which he was authorized to prepare and issue for that purpose. Claims which had been rejected by the board of audit were excluded from consideration by the Court of Claims, and those which were not prosecuted by the filing of petitions of claimants as required by the rules and practice of the court within six months from the passage of the act were, by its terms, "forever barred."

In considering the claims presented under this act it was found that many of the contractors had received allowances by the board of public works and the board of audit in excess of the rates written in their contracts, and the Court of Claims gave judgment in favor of the District of Columbia for counterclaims to the extent of these excessive allowances.

Not satisfied with this decision, which was sustained on appeal by the Supreme Court of the United States, the intervention of Congress was sought year after year until February 13, 1895, when a law was passed providing that in the adjudication of claims brought under the provisions of the act of June 16, 1880, "the Court of Claims shall allow the rates established and paid by the board of public works," which were known as "board rates" in contradistinction to contract rates. This act, which compelled the payment of higher prices than those agreed upon between the contractors and the Government, was so flagrant in its disregard of the public interest that Congress, by a decisive vote, repealed it March 3, 1897, and forbade the payment of any judgment rendered in pursuance of its requirements.

With this brief résumé of legislative history, I proceed to the consideration of the claim in question.

The claimant, Schooler, was awarded two contracts by the board of public works, one of which, No. 229, dated April 9, 1872, was for work on Twenty-first street, between M and Boundary streets NW., and the other, No. 759, dated June 12, 1873, for the improvement of M street, between Eighteenth and Twenty-first streets NW., and O street, between Fifteenth and Seventeenth streets NW.

Work under contract No. 229 was finished and a voucher for the final measurement given June 12, 1873. The total amount due and payable under this contract, as reported by the engineer in charge of the work, was $24,434.24, on account of which advances were made from time to time as the work progressed until June 17, 1873, when the sum of $11,197.04 was paid upon the voucher for final measurement, leaving a balance of $136.90, which was paid in full January 21, 1874.

Contract No. 759 was for sewers, sidewalks, and carriage ways in M street, between Eighteenth and Twenty-first streets NW., and O street, between Fifteenth and Seventeenth streets NW.

Final measurement for sewers in M street, between Twentieth and Twenty-first streets, was given December 10, 1873, and paid December 17, 1873, except a retent of $79.50, which was settled by the board of audit December 1, 1874.

Final measurement for sewers in O street, between Fifteenth and Seventeenth streets, was given December 11, 1873, and paid December

17, 1873, except the usual retent, amounting to $152.50, which was paid by the board of audit December 1, 1874.

Final measurement for sidewalks and carriage ways on M street, between Eighteenth and Twenty-first streets NW., was given December 10, 1873, and paid December 17 1873, except the retent of $191.30, which was paid by the board of audit December 1, 1874.

That portion of contract 759 which provided for paving the carriage ways and sidewalks of O street, between Fifteenth and Seventeenth streets NW., was extended by the Commissioners and completed under their orders after the board of public works had been abolished, final measurement therefor being given by the engineer November 11, 1875, and paid by the board of audit November 16, 1875, except a retent of $89.20, withheld in accordance with the terms of the contract.

In connection with these final measurements an allowance of $488.31 for extra work—that is, work outside the contract—was made at the same time by the engineer, and which was accepted by the contractor without protest or objection, thus showing that in his own opinion, as well as in that of the board of public works, the settlement then had was full and complete.

The eighth condition of each one of these contracts provided as follows:

> And it is further expressly agreed that no money shall become due and payable under this contract except upon the certificate of said engineer (chief engineer of the board of public works) as hereinbefore provided.

In view of this provision it is clear that Schooler had no authority to work outside his contract, except as directed by the engineer, and as this officer gave, in connection with the final measurements, a full statement of extra work, which was accepted by Schooler without question, the proof that the settlement was in satisfaction of all demands seems conclusive. Schooler could not work without the knowledge and sanction of the engineer, and the latter could have no motive for withholding from him a measurement which was fairly due for labor or materials.

The claimant filed with the board of audit sundry claims amounting in the aggregate to $1,945.33, of which $920.02 were allowed, and $1,025.31 disallowed, but the bulk of his claim was presented for the first time in a petition to the Court of Claims, dated September 3, 1880, under the act of June 16, 1880. March 24, 1883, he filed an amended petition materially different in items and amounts from that of September 3, 1880, but the case was never pushed, and finally, May 24, 1884, was dismissed for want of prosecution. Under the act of February 13, 1895, it was reinstated on the docket and referred to a referee, who made a report allowing claimant, at board rates, $5,090.10. To this report the district filed exceptions and insisted, with a show of proof and reason that can not be successfully controverted, that he was not entitled to recover at all.

In his affidavit filed April 8, 1895, in support of the motion for reinstatement of his case and a new trial under the act of February 13, 1895, Schooler swears: "That he was at work * * * when the board of audit was abolished, and it was a long time thereafter before he received the final measurement of his work."

The gross inaccuracy of this statement will appear by reference to the dates of the final measurements, one for each division of the work of the two contracts, as hereinbefore mentioned, which are shown by the official vouchers filed in the Court of Claims. I will recapitulate them:

Contract 229, Twenty-first street, from M to Boundary, one final measurement, June 12, 1873.

Contract 759, four divisions, as follows:

M street, between Twentieth and Twenty-first streets, for sewers; final measurement December 11, 1873.

O street, between Fifteenth and Seventeenth streets, for sewers; final measurement December 11, 1873.

M street, between Eighteenth and Twenty-first streets, for sidewalks and carriage ways; final measurement December 10, 1873.

O street, between Fifteenth and Seventeenth streets, for carriage ways and sidewalks, extended by and completed under the Commissioners; final measurement November 11, 1875; paid by the board of audit November 16, 1875.

As the board of audit paid this, the last of the final measurements, in November, 1875, and continued in office thereafter until March 14, 1876, the averment in Schooler's affidavit that he did not get a final voucher until long after the board was abolished is shown to be without any foundation whatsoever in fact.

When the board of public works was abolished, June 20, 1874, many of their contracts for street improvements were unfinished and the Government was indebted to the contractors for labor or materials, or both, which had been furnished by them in the prosecution of their contracts. The act abolishing the board of public works constituted the then First and Second Comptrollers of the Treasury a board of audit to receive and examine all claims against the board of public works or the previous government of the District of Columbia, and, when ascertained, to pay the amounts found due by issuing in settlement thereof certificates of indebtedness exchangeable for securities of the District of Columbia popularly known as three-sixty-five bonds.

This board of audit, composed of able, impartial officials, with a trained corps of clerks and accountants, was invested with absolute authority to adjust and settle all claims against the Government, whatever their character, and enjoyed exceptional facilities for reaching a fair and just conclusion in every case, being quartered in the District building, where its employees had by express provision of law unrestricted access to every voucher, book, or record relating in any wise to the questions at issue between the claimants and the authorities of the District, and at a time when the records themselves were intact.

In the light of these incontestable facts it is scarcely conceivable that a contractor who had accepted final measurements for completed contracts months before the board of audit was created would neglect, during the two years of its existence, to present his claim for omissions in those measurements, or, having presented it and secured action thereon, would fail to receive from a tribunal so constituted a settlement in strict accordance with the principles of justice and equity; and yet this claimant has no better ground for his contention than that involved in treating as a fact one or both of these improbable contingencies. His claim, except for a retent of $89.20, consists either of items which were presented to and disallowed by the board of audit, or those for which no demand was ever made until years after it had ceased to exist.

The absurdity of this demand is so palpable that it might properly be dismissed without further consideration but for the fact that I have thought it well to devote a larger space to the discussion than its merit, or lack of merit, rather, deserves in order that I may make a presenta-

tion which shall serve as an object lesson to the Commissioners and to Congress, who are so often and so persistently asked to consider claims, of which the one under consideration is typical and representative in its character, and which are as baseless and unreal as the mythical Châteaux en Espagne.

In justification of this criticism I present herewith a tabular statement showing the variant claims of this petitioner at different times, from which it would seem that their amount was governed by the fancy or the cupidity which held sway at the moment rather than by any inherent or settled conviction of their justice.

A careful study of this tabulation will repay perusal by anyone at all interested in the vexed question of these time-worn, so-called claims against the District of Columbia.

Looking merely at totals we find that in 1874 Schooler was willing to give the Government a quittance for the comparatively small amount of $1,025.31. Later, "a change came o'er the spirit of his dream," for according to his original petition, filed in the Court of Claims in 1880, he believed and solemnly swore that the District owed him the large and exact sum of $12,927.01. Three years later, in 1883, when filing an amended petition, for some reason not apparent unless due to an infirm memory or an awakened conscience, he lowered his demand and prayed judgment for only $7,737.31. In 1895, with the boldness born of the prodigality of the statute of February 13, 1895, he raised his figures once more and laid claim to $10,168.36. In 1898, through the bill under consideration, he appealed to Congress for an appropriation in settlement upon the basis of an allowance, all told, of $3,171.90.

Remarkable as these differing claims appear in their several aggregates, the wonder grows when examined item by item in detail.

For instance, in 1880 the sum of $11,812.50 is asked for hauling 35,000 cubic yards of excavation 2,700 feet at 1¼ cents per 100 feet, but in 1883 this item becomes 36,500 feet of excavation hauled only 700 feet at one-half cent per 100 feet, amounting to $1,277.50, with the addition of two items, not mentioned in 1880, of 10,000 cubic yards of grading, $3,000, and the hauling of 10,000 cubic yards of grading, $1,350.

In 1895 Schooler swears with fervent emphasis that he hauled 6,831 cubic yards of excavation 2,350 feet, for which he was entitled to receive $2,090.26, but in 1898 he deposes with equal fervor, supported by the affidavits of several other good swearers, that this identical 6,831 cubic yards of excavation was only hauled 867 feet, at a cost to the District of but $739.79.

There are other features of this last-named item so peculiarly interesting as to merit the more extended mention which I have given it further on in this report.

In trials under the acts of June 16, 1880, and February 13, 1895, the Court of Claims, according to usage, referred each case to a referee to ascertain the amount due and to state the account as between the District and the claimant. I do not criticise this method of procedure, as it is doubtless the best that could be devised for securing information necessary to a proper determination of the questions in controversy, but under the constraint of an imperative duty I trust I may be pardoned, while disclaiming the slightest intention of reflecting in anywise upon the honorable court, for inviting attention to the referee's lack of qualification as an accountant and want of discernment as a judge of testimony, so apparent in his report in this case, which is a marvel of incompetency and failure to meet the requirements of justice. As

the judgments of the court are governed largely by these reports it is vitally necessary that the referee be well fitted for the discharge of the duties of his important trust.

There are two items for redressing old bluestone curb—one under contract 229, on Twenty-first street between M and Boundary streets, and the other under contract 759, on M street between Eighteenth and Twenty-first streets—which have figured largely in the consideration of this case, and, being fairly representative, a brief history of the action upon them is here given in support of this criticism.

The referee, speaking of the first item on Twenty-first street, says:

> In item 19 of this account, for 3,225½ linear feet of curb redressed and rejointed, at 20 cents a foot, I have allowed $645.10 as a proper charge for the work done. The number of feet is contained in file No. 1, XX, and the evidence of the labor having been performed will be found in the depositions of Joseph Fanning, the stonecutter who did the work, Daniel P. Williams, Benjamin Qualls, and the claimant, William Schooler.

Turning to file No. 1, which is the voucher for final measurement, we find this entry: "3,225½ running feet of 5-inch bluestone curb, reset at 25 cents, $806.37."

Not a word is said about that amount of curb being redressed, and the statement of the referee is therefore a bald and absolutely unwarranted assumption.

I quote from the testimony to which he refers:

DEPOSITION OF JOSEPH FANNING.

Q. Did you ever do any work for him (Schooler)?—A. Yes, sir; I have done work for him.

Q. What kind of work was it?—A. I had a contract with him in 1873 to redress a lot of bluestone curbing, *I think* running on M street from Eighteenth to Twenty-first street; and also a lot of curbing on Twenty-first street, between M street and Massachusetts avenue or New Hampshire avenue.

Q. Did you redress and rejoint all the old curb that was put down on the streets mentioned between those points?—A. I did, *if my memory* serves me right. *My impression* is that there was considerable curb furnished in lieu of stone that was wasted in the joining.

Q. Was any other person dressing or redressing that old curb before you worked on it?—A. No one but myself or my men did that work.

Cross-examination:

Q. How did you redress that old curb? Did you take it up?—A. It was taken up for me. * * *

Q. Who placed the curb when it was redressed?—A. *I think* Schooler did it.

Q. You do not know about that?—A. No, sir. * * *

In the deposition of Williams I find no testimony in support of the item.

DEPOSITION OF BENJAMIN QUALLS, FOREMAN.

Q. Was there any curb redressed and rejointed on Twenty-first street?—A. There was.

Q. Who did that?—A. Mr. Schooler did that work.

Q. Do you know anything about the quantity that was dressed and rejointed?—A. I do not know just the quantity.

DEPOSITION OF WILLIAM SCHOOLER, CLAIMANT.

Q. How about the old curb that was reset on Twenty-first street?—A. That was taken up and redressed and rejointed and put back. Pieces under 3 feet in size were not allowed to be put back.

The question at issue here is the *quantity* of curb redressed, and although no proof whatever is adduced to show the amount, the claimant's demand is allowed.

On the other hand, in File No. 1, already referred to, which is the voucher of final measurement upon which the claimant was paid June 12, 1873, under contract 229, prepared by the engineer in charge, and which purports to contain a statement of all the work done, this entry appears: "150 running feet 5-inch old bluestone curb and setting at $1.20 (redressed), $180."

What can be plainer than that this represents the full measure of this character of work? It was prepared for and accepted by the contractor at the time his contract was finished in 1873, and against it nothing is offered but the indistinct recollections of individuals as set out in affidavits made twenty-two years after the occurrences to which they relate.

Referring to the second of these items, that for redressing curb on M street, between Eighteenth and Twenty-first streets, the referee says:

> Item 22 of this account, for 1,751 linear feet of curb redressed and rejointed, has also been allowed as a *new* (?) and *proper* (?) charge against the District of Columbia.

It is unnecessary to quote the testimony to which he refers as establishing this claim, as File No. 373, board of public works, which is conspicuously posted in the ledger account with Schooler, shows that payment therefor was made January 21, 1874.

Further comment upon the failure of the referee in these two instances to use the material at hand, which constituted a valid defense of the District, seems superfluous.

There are seven items for taking up and hauling old material, amounting in the aggregate to $1,025.31, which the referee allows upon testimony not more reliable than that already quoted, ignoring entirely the fact that these items were presented to the board of audit, considered by them, and disallowed.

While the referee is silent upon the fact of this disallowance, the attorney for the claimant has this to say in regard thereto:

> This claim, except $89.20, was presented to the board of audit for payment, but no action was taken by the board. On the papers is indorsed by someone unknown, "Not allowed."

The attorney is entirely wrong in this assertion, as action *was taken*, and the indorsement showing the result of that action was made not by "someone unknown," but by an official well known, who was charged with that particular duty, and who made hundreds of other precisely similar entries.

Taking up the papers recently in this investigation, I recognized the handwriting without difficulty as that of S. M. Wilcox, assistant accountant to the board of audit, and also recalled the fact, as within my recollection, that the form of the indorsement was in accordance with the custom of the board. In order, however, to place the matter beyond reasonable controversy, I submitted the papers a few days ago to Mr. Wilcox himself for examination. He recognized them instantly, positively identified the entries as in his handwriting, and said the fact was beyond question that these claims marked "Not allowed" had been fully considered by the board and rejected.

As the board of audit was installed in the District building, surrounded by officials fully conversant with the history of every claim, with free and constant access to all vouchers or records relating to the matters in controversy, and at a time when these matters were fresh in the recollection of all parties concerned, their decision should be accepted as a fair and final settlement. Congress seems to have been governed by this opinion when enacting the law of June 16, 1880, by

prohibiting trial in the Court of Claims of any case which had been rejected by the board, and I trust that body will not by legislation now, in 1898, undo the work so well performed by their predecessors of eighteen years ago.

There is one item to which I have already briefly referred, but it is so unique in its want of merit, so sui generis in its lack of even the semblance of a shadow of justification, and withal so new, so entirely new, never having seen the light until the year of grace 1895, that it merits a more generous notice, which I shall bestow without further ceremony.

With an innocence born of utter ignorance the referee says of this item:

> Item 21 of the account under contract 759, for 6,831 cubic yards of earth and gravel hauled 867 feet, over 200 feet at 10.83 cents per yard, amounting to $739.79, has been allowed as a just charge. In file No. 2 the number of cubic yards excavated is specified, but the voucher does not contain any item for hauling. The deposition of John F. Alexander, a civil engineer and a former employee of the District of Columbia, who testified on behalf of the claimant, * * * states the distance of said hauling.

Simply because the voucher contains an allowance for grading which is not followed by one for hauling, the referee seems to conclude that the omission of the latter was an error. He also refers to the testimony of Alexander as supporting the claim. As a matter of fact, Alexander deposed that he did not know whether or not the work was done. His only connection with it was twenty-two years afterwards, in July, 1898, when Schooler engaged him to compute the distance from a point on M street where Schooler informed him he did the grading to another point in New Hampshire avenue where he said it was hauled. Merely computing the distance between two given points as an ordinary engineer, with no significance whatever attaching to the fact that he was an ex-employee of the District, and the mention of which in this connection is therefore gratuitous and misleading, was the sum and substance of Alexander's work. As to the merits of the case, or whether the dirt was hauled at all, he distinctly testified that he knew nothing about it.

But we need not grope in the dark, as the original field book of Franklin, the engineer in charge of the work at the time it was done, and who did know, from which he made up the final measurement in 1873, and the voucher itself for the final measurement, referred to herein as "File No. 2," throw a flood of light upon the subject.

Mr. G. H. Bailey, for many years computing engineer of the District, in whose custody are Franklin's field notes, furnishes this statement:

> It is claimed that the earth was hauled from M street to New Hampshire avenue between L and M streets. R. S. Hulse had a contract for grading New Hampshire avenue, dated January 9, 1872, the last payment for which was made in July, 1872. Schooler's contract, No. 759, for M street, was dated July 12, 1873. Franklin gave curb grade on New Hampshire avenue July 8, 1873. His field notes, book 68, page 86, show that scarcely any filling was required at that time, and the street was practically at grade when Hulse finished in July, 1872, so that the earth could not have been hauled there by Schooler. It may have been used to fill some of the low lots on New Hampshire avenue and paid for by lot owners.

Here is a reasonable, and doubtless the true, explanation of the omission of the haul from the voucher for final measurement. The earth having been sold to and used by private lot owners, the Government was not properly chargeable for its removal.

But recurring again to "File No. 2," the voucher for final measurement, I find what to any accountant must seem conclusive proof that the omission of the haul was no accident, but the result of painstaking

design. The voucher is made upon a regular form, in which the various items for paving, grading, hauling, etc., are printed, with blanks for quantities to be filled in as required. The item "6,831 cubic yards of grading" appears. Immediately following is the item for haul, but, instead of leaving the spaces reserved for the number of cubic yards and the number of feet hauled blank, a horizontal black line is carefully drawn through the space, indicating a purpose to emphasize the absence of figures and to say with as much plainness as if language had been used, "This blank is not intended to be filled." Perpendicular red lines are also drawn through the marginal space immediately above and below the figures for the quantity of grading, still further showing intelligent design in the exclusion of the haul.

No mention is made of this claim for haul in any of Schooler's numerous and diversified petitions before 1895, although he was represented by eminent counsel who might safely be relied upon to see that no item of so much importance should be overlooked. In 1895, however, a new counselor enters upon the scene, and coincident with his advent this fresh and before unknown demand appears.

As Schooler is illiterate, unable either to read or write, the conclusion is irresistible that the claim originated in the able imagination of his new legal adviser, who doubtless pointed out to him the apparent anomaly of a charge for grading without a consequent one for hauling.

In the accompanying table I have numbered the original items and charges therein from 1 to 21, inclusive. Items 4, 5, 6, 7, 9, 11, 13, 14, 15, 17, and 18 represent those for which Congress has been asked to make an appropriation of $3,171.90. Seven of the latter, from 4 to 13, inclusive, were presented to and considered by the board of audit in 1874, under favoring circumstances as to time, records, and witnesses, but rejected as without merit. No. 14 was paid twenty-four years ago, while Nos. 15 and 17 have no foundation other than an eager but overwrought fancy.

There is a bare possibility that the sole remaining item of $89.20 for a retent under contract No. 759 is due and unpaid, but as I have been unable to satisfy myself fully in this regard I can not advise its allowance. Like "Old Dog Tray," it is found in bad company, and justice will not suffer if it pay the penalty of evil associations.

Believing that I have clearly demonstrated the fact that this claim has no foundation in law or in equity, nothing remains but to recommend, as I do most earnestly, that the Commissioners set the seal of their disapproval upon bill H. R. 6037 herewith returned.

As I have already intimated, many of the claims against the late board of public works and the concurrent District government are so shadowy, as well as shady, that they are intrinsically unworthy of serious consideration, but the work of exposing the shallowness of their pretensions is none the less an onerous task.

In the present instance the investigation has been exceptionally tedious and protracted, but the outlay of time and laborious effort involved will prove to be a good investment if their expenditure contribute to the defeat of a scheme so entirely devoid of merit, and serve as well by inference to impress upon the Commissioners and Congress the innate worthlessness generally of the claims of which this is characteristic and representative.

Respectfully,

J. T. PETTY,
Auditor District of Columbia.

The COMMISSIONERS OF THE DISTRICT OF COLUMBIA.

Statement contrasting the amounts claimed at different times by William Schooler as being due to him from the late board of public works.

Item.		Claimed by, in—				Claim as presented to Congress in 1898.	Remarks.
		1874.	1880.	1883.	1895.		
1	35,000 cubic yards excavation hauled 2,700 feet over 200 feet, at 1¼ cents per yard per 100 feet.	.....	$11,812.50	.....	.....	.....	
2	36,500 cubic yards excavation hauled 700 feet over 200 feet, at one-half cent per yard per 100 feet.	.....	.....	$1,277.50	.....	.....	
3	36,500 cubic yards excavation hauled 2,000 feet over 200 feet, in 1873, at 1½ cents per yard per 100 feet, $9,125, less $3,650 paid, at one-half cent per 100 feet, balance due.	.....	.....	.....	$5,475.00	.....	
4	2,672 square feet 16-inch flagging taken up, hauled, and piled, at 6 cents per foot.	$160.32	160.32	160.32	160.32	$160.32	Rejected by board of audit.
5	2,812 square feet 12-inch flagging taken up, hauled, and piled, at 6 cents per foot.	168.72	168.72	168.72	168.72	168.72	Do.
6	1,120 square feet 16-inch flagging taken up, hauled, and piled, at 6 cents per foot.	67.20	67.20	67.20	67.20	67.20	Do.
7	2,954⅓ square feet 12-inch flagging taken up, hauled, and piled, at 6 cents per foot.	177.26	177.26	177.26	177.26	177.24	Do.
8	2,423⅓ square yards cobblestones taken up, hauled, and piled, at 8 cents per yard.	193.87	193.87	193.87	193.87	.....	
9	2,423⅓ square yards cobblestones taken up, hauled, and piled, at 15 cents per yard.	.....	.....	.....	.....	363.53	Do.
10	1,364⅓ square yards cobblestones taken up, hauled, and piled, at 8 cents per yard.	109.15	109.15	109.15	109.15	.....	
11	1,364⅓ square yards cobblestones taken up, hauled, and piled, at 15 cents per yard.	.....	.....	.....	.....	204.60	Do.
12	2,975⅝ square feet brick pavement taken up, hauled, and piled, at 5 cents per foot.	148.79	148.79	148.79	148.79	.....	
13	2,575 square feet brick pavement taken up, hauled, and piled, at 8 cents per foot.	.....	.....	.....	.....	206.00	Do.
14	1,751 linear feet curb redressed and jointed, at 20 cents per foot.	.....	.....	350.20	350.20	350.20	Paid twenty-four years ago. Receipt on file.
15	3,225½ linear feet curb redressed and jointed, at 20 cents per foot.	.....	.....	645.10	645.10	645.10	An invention.
16	6,831 cubic yards earth hauled 2,350 feet over 200 feet.	.....	.....	.....	2,090.26	.....	
17	6,831 cubic yards earth hauled 867 feet over 200 feet.	.....	.....	.....	.....	739.79	Do.
18	Amount of retent under contract No. 759.	.....	89.20	89.20	89.20	89.20	Possibly due and unpaid.
19	8,969 cubic yards earth hauled 2,200 feet over 200 feet, at 1½ cents per 100 feet, $2,466.47, less $1,973.18 paid, at 1 cent per 100 feet, balance due.	.....	.....	.....	493.29	.....	
20	10,000 cubic yards grading, at 30 cents per cubic yard.	.....	.....	3,000.00	.....	.....	
21	10,000 cubic yards excavation hauled 2,700 feet over 200 feet, at one-half cent per 100 feet.	.....	.....	1,350.00	.....	.....	
	Total	1,025.31	12,927.01	7,737.31	10,168.36	3,171.90	

The claim of William Schooler for $3,171.90 is fully set forth in his affidavit, as follows:

To the Senate and House of Representatives of the United States of America in Congress assembled:

Your petitioner, William Schooler, of the District of Columbia, residing in the city of Washington, respectfully represents:

That in the years 1872 and 1873 he entered into contracts with the board of public works for the improvement of M street and Twenty-first street NW., in said city; that he did the following work, which was accepted and used by the District of Columbia, and, at the *written* contract rates, is as follows:

Contract 229—Twenty-first street NW.:	
3,225½ feet curb redressed and jointed, at 20 cents	$645.10
2,672 feet gutter flag taken up and hauled, at 6 cents	160.32
2,812 feet stone flag taken up and hauled, at 6 cents	168.72
2,423½ yards cobble stone taken up and hauled, at 15 cents	363.53
Contract 759—M street NW.:	
6,831 cubic yards earth hauled, 867 over 200, at 1½ cents	739.79
1,751 feet curb rejointed and redressed, at 20 cents	350.20
1,120 feet flagstone taken up and hauled, at 6 cents	67.20
2,954 feet gutter flag taken up and hauled, at 6 cents	174.24
1,363 yards cobble taken up and hauled, at 15 cents	204.60
2,575 yards old brick pavement taken up and hauled, at 8 cents	206.00
Retain on pavement	89.20
Total	3,171.90

All of said work was completed before August 1, 1874. The attorney for the District claims that he presented a claim to the board of audit for payment for taking up and hauling the old material and rejoining and redressing the curb, but no action was taken upon said claim by said board except that of the mere filing.

That when the act of 1880 was passed, giving the Court of Claims jurisdiction of claims against the District of Columbia, your petitioner filed his suit in said court to recover compensation for said work, but that his (then) attorney allowed said suit to be dismissed for want of prosecution without the knowledge or consent of petitioner; that when the act of Congress 1895 was passed his attorney, upon motion, the court allowed him a new trial under the act of 1895, and referred his claim to a referee to take and state the account between the District and your petitioner.

That said referee, after taking the evidence and argument of counsel for defendant and petitioner, stated the account, at the rates established and paid by the board of public works for similar work, as provided by the act of 1895, and found that the District of Columbia was indebted to the claimant in the sum of $5,090.19, due and payable August 1, 1874. A motion to confirm said report was made by claimant's attorney, but before the motion was heard by the court Congress repealed the act of 1895, and thereby stopped any further proceedings in his claim, and leaves the same due and upaid, at written contract rates, the sum of $3,170.90 and interest. Your petitioner therefore asks that he be allowed for the work done for and to the use of said District, accepted and used by it, and proven by the evidence and found by the referee to have been done, which, computed at the written contract prices, amounts to the sum of $3,171.90, as before stated, and also 3.65 per cent interest from August 1, 1874, to the date when the same shall be paid. (See copy of evidence and referee report herewith.)

And your petitioner will ever pray.

WILLIAM (his x mark) SCHOOLER.

Subscribed and sworn to before me this 4th day of January, A. D. 1898.

[SEAL.] JAMES H. SMITH, *Notary Public.*